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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Court File No. \_\_\_\_\_

SHANE MICHAEL, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

Honest Company Inc.,

Defendant.

**CLASS ACTION COMPLAINT**

Jury Trial Demanded

Plaintiff, on behalf of himself and all others who purchased Defendant Honest Company  
Inc.'s ("Defendant" or "Honest Company") SPF 30 sunscreen, by his undersigned attorneys,

1 alleges as follows on personal knowledge as to all facts related to himself and upon information  
2 and belief as to all other matters:

### 3 **SUMMARY OF THE ACTION**

4 1. This case involves unfair business practices by Defendant in the marketing and  
5 sale of its SPF 30 sunscreen ("Honest Sunscreen"). Plaintiff brings this class action lawsuit on  
6 the basis of Defendant's knowingly false and misleading representations in connection with the  
7 marketing and sale of Honest Sunscreen.  
8

9 2. Defendant develops, manufactures, markets, and sells consumer products  
10 including Honest Sunscreen. Defendant describes its products including Honest Sunscreen as  
11 "not only effective, but unquestionably safe, eco-friendly, beautiful, convenient, and affordable."  
12

13 3. According to Defendant, Honest Sunscreen's only active sunscreen ingredient is  
14 zinc oxide. Honest Sunscreen originally contained 20 percent zinc oxide. However, in March  
15 2015, Defendant reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide.  
16

17 4. Despite reducing the only active ingredient in Honest Sunscreen by more than  
18 half, Defendant continued to represent that Honest Sunscreen provides "broad spectrum SPF 30"  
19 sun protection.

20 5. Plaintiff purchased Honest Sunscreen in late April or early May 2015 and,  
21 although he used the product as directed, suffered a severe sunburn. Numerous customer  
22 complaints and negative product reviews indicate Plaintiff's experience with Honest Sunscreen  
23 was not unique.  
24

### 25 **JURISDICTION AND VENUE**

26 6. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(11) because  
27 there are one hundred or more persons whose individual claims are being brought herein,  
28

1 Plaintiff is a citizen of a different state than Defendant, and the overall amount in controversy  
 2 exceeds \$5,000,000.00, exclusive of costs, interest, and attorneys' fees. The individual claims  
 3 can be tried jointly in that they involve common questions of fact and law.

4 7. This Court has personal jurisdiction over the Defendant because it conducts  
 5 substantial and continuous business in California.  
 6

7 8. Venue is proper in this district pursuant to 28 U.S.C. §1391(a) and (b) because  
 8 part of the events or omissions that give rise to the claims occurred in California and this District  
 9 and because Defendant conducts a substantial part of its business in this District.  
 10

### 11 **PARTIES**

12 9. Plaintiff Shane Michael is a resident of West Des Moines, Iowa.

13 10. Plaintiff purchased Honest Sunscreen at Costco Wholesale in West Des Moines,  
 14 Iowa in late April or early May 2015. Plaintiff paid a premium for Honest Sunscreen because it  
 15 promised natural, chemical-free SPF 30 sun protection and he believed, based on these  
 16 representations, that it would be safer for his family than chemical-based sunscreens.  
 17

18 11. Plaintiff used Honest Sunscreen as directed in May 2015 and suffered a severe  
 19 sunburn resulting in blistering and peeling.

20 12. Defendant Honest Company, Inc. is a Delaware corporation with its headquarters  
 21 and principal place of business in Santa Monica, California.  
 22

### 23 **DEFENDANT'S MISREPRESENTATIONS REGARDING HONEST** 24 **SUNSCREEN**

25 13. Defendant develops, manufactures, markets, and sells consumer products  
 26 including Honest Sunscreen.<sup>1</sup> Defendant states its products including Honest Sunscreen are  
 27

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28 <sup>1</sup> <https://www.honest.com/>. It appears Defendant no longer sells Honest Sunscreen on its website. Honest Sunscreen is still available from third-parties including Costco and Amazon.

1 manufactured with a focus on “quality, product innovations, health & safety, and affordability,”  
 2 and describes its products as “not only effective, but unquestionably safe, eco-friendly, beautiful,  
 3 convenient, and affordable.”<sup>2</sup>

4 14. Defendant describes itself as follows:

5  
 6 **Free from fraud or deception, truthful** – We believe in transparency and that  
 7 applies to everything – from what we put into our products and how they are  
 8 made to our internal operations and how we do things.

9 **Genuine, real** – The Honest Company was started by parents for parents. We are  
 10 real tangible people, parents that understand what families need and we want to  
 11 deliver on that – not some big corporation with no social consciousness that only  
 12 cares about making a profit.

13 **Respectable, praiseworthy** – We are people with integrity and we intend on not  
 14 only doing things right, but also going above and beyond to earn your respect and  
 15 loyalty – making you so delighted you want to shout it from a rooftop (or tweet it  
 16 from your iPhone).

17 **Humble** – We know no one can be absolutely perfect and a part of our  
 18 commitment to honesty means we'll admit our flaws. It's pretty scary, but we  
 19 think it's a good way to keep us focused on constant improvement.<sup>3</sup>

20 15. Defendant made the following specific representations, among others, regarding  
 21 Honest Sunscreen:<sup>4</sup>

- 22 • Natural, unscented, broad-spectrum (UVA and UVB) 30 SPF mineral sunscreen -  
 23 everything you need, nothing you don't
- 24 • Easy to apply, non-greasy, non-whitening (non-nano!) zinc oxide sunscreen provides  
 25 safe, effective sun protection for the entire family
- 26 • Zinc oxide is the ONLY active sunscreen ingredient - NO harmful chemicals (ever!)
- 27 • Water resistant - tested effective for up to 40 minutes
- 28 • Hypoallergenic • Non-Nano • Mineral-Based • Biodegradable • Reef-Friendly • Water  
 Resistant (40 minutes) • pH Balanced • Naturally Non-Toxic



<sup>2</sup> <https://www.honest.com/about-us/our-story>.

<sup>3</sup> <https://www.honest.com/faq#about-the-honest-company-why-did-you-choose-the-name-the-honest-company>.

<sup>4</sup> <http://web.archive.org/web/20150315013812/https://www.honest.com/bath-and-body/sunscreen-spf-30>.

1 16. According to Defendant, “Zinc oxide is the ONLY active sunscreen ingredient” in  
2 Honest Sunscreen.<sup>5</sup>

3 17. Honest Sunscreen originally contained 20 percent zinc oxide.<sup>6</sup>

4 18. As of March 15, 2015, Defendant’s website stated Honest Sunscreen’s zinc oxide  
5 content was 20 percent and the Drug Facts on the back of Honest Sunscreen’s bottle stated  
6 “Active Ingredient: Zinc Oxide 20%”.<sup>7</sup>

8 details &  
9 ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (40 mins)

10 **ACTIVE INGREDIENT:**

11 Non-Nano Zinc Oxide 20%

12 **INACTIVE INGREDIENTS:**

13 Helianthus Annuus (**Sunflower**) Seed Oil, **Beeswax\***, Caprylic/Capric Triglyceride, Polyhydroxystearic  
14 Acid, **Calendula** Officinalis Flower Extract\*, Chamomilla Recutita (**Matricaria**) Flower Extract\*, Olea Europaea (**Olive**)  
15 Fruit Oil\*, Triethoxycaprylylsilane, Simmondsia Chinensis (**Jojoba**) Seed Oil\*, Butyrospermum Parkii (**Shea**) Butter\*

16 \*Certified Organic Ingredient

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27 <sup>5</sup> *Id.*; <https://www.honest.com/bath-and-body/sunscreen-spf-30>.

28 <sup>6</sup> <https://web.archive.org/web/20150315013812/https://www.honest.com/bath-and-body/sunscreen-spf-30>.

<sup>7</sup> *Id.*



1           19.     However, sometime later in March 2015, Defendant quietly reformulated Honest  
2     Sunscreen to contain only 9.3 percent zinc oxide.<sup>8</sup> (In comparison, other sunscreens typically  
3     contain between 18 and 25 percent zinc oxide.<sup>9</sup>)

4           20.     As of August 12, 2015, Defendant's website stated Honest Sunscreen's zinc oxide  
5     content was 9.3 percent and the Drug Facts on the back of Honest Sunscreen's bottle stated  
6     "Active Ingredient: Zinc Oxide 9.3%":<sup>10</sup>

8     details &  
9     ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (80 mins)

10     ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 9.3%

11     INACTIVE INGREDIENTS:

12     Beeswax\*, Butyloctyl Salicylate, Butyrospermum Parkii (Shea) Butter\*, Calendula Officinalis Flower Extract\*, Chamomilla Recutita (Matricaria)  
13     Flower Extract\*, Cocos Nucifera (Coconut) Oil, Helianthus Annuus (Sunflower) Seed Oil, Hydrogenated Vegetable Oil, Jojoba Esters, Methyl  
14     Dihydroabietate, Olea Europaea (Olive) Fruit Oil\*, Prunus Armeniaca (Apricot) Kernel Oil, Silica, Simmondsia Chinensis (Jojoba) Seed Oil\*,  
15     Tocopherol

\*Certified Organic Ingredient

26     <sup>8</sup> <https://web.archive.org/web/20150812080605/https://www.honest.com/bath-and-body/sunscreen-spf-30;>  
27     [http://money.cnn.com/2015/08/04/news/companies/jessica-alba-honest-company-sunscreen/.](http://money.cnn.com/2015/08/04/news/companies/jessica-alba-honest-company-sunscreen/)

28     <sup>9</sup> [http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html.](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html)

<sup>10</sup> [https://web.archive.org/web/20150812080605/https://www.honest.com/bath-and-body/sunscreen-spf-30.](https://web.archive.org/web/20150812080605/https://www.honest.com/bath-and-body/sunscreen-spf-30)







21. Although Defendant reduced the content of zinc oxide—by its own admission, “the ONLY active sunscreen ingredient” in Honest Sunscreen—by more than half, it continued to represent that Honest Sunscreen provides “broad spectrum SPF 30” sun protection.”<sup>11</sup>

22. Thereafter, Defendant began receiving numerous customer reviews and complaints alleging Honest Sunscreen did not offer the sun protection it promised and marketed.

According to one news story:

Jessica Alba’s Honest Company has come under fire by unhappy customers who say the brand’s sunscreen option is sub-par. Several people took to social media to show off the painful-looking sunburns they got after using the product, with many mentioning they were only in the sun for a few minutes. A study done by NBC5 Chicago found that Honest’s sunscreen contains only 9.3 percent non-nano zinc oxide while other products contain 18 to 25 percent of the active ingredient. They wonder if the reduced amount of zinc oxide contributed to the issues customers were having. Honest changed its formula, which originally had 20 percent zinc oxide, earlier this year but claims to have added other components to make up for the reduced amounts.<sup>12</sup>

23. Defendant responded to the media backlash with a statement that compounded its deceptive representations regarding Honest Sunscreen. Specifically, Defendant stated, “Our previous Sunscreen formulation had a 40-minute water resistance and customers told us that it didn’t apply as easily as they would’ve liked. Based on our own experience and consumer feedback, we redesigned our Sunscreen Lotion for 80-minute water resistance and an improved formulation that allows for easier application and a lighter-weight feel.”<sup>13</sup>

<sup>11</sup> <https://www.honest.com/bath-and-body/sunscreen-spf-30>.

<sup>12</sup> <http://www.thefashionspot.com/buzz-news/latest-news/624761-jessica-alba-honest-sunscreen/>

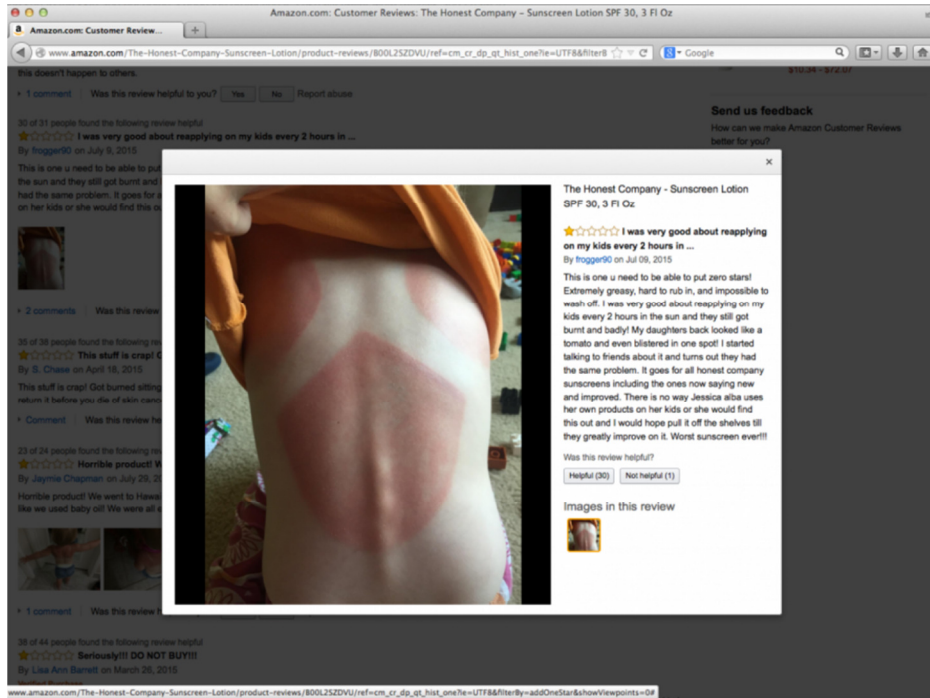
<sup>13</sup> <https://blog.honest.com/a-message-from-the-founders/#>

24. Defendant further attempted to create false confidence in Honest Sunscreen by claiming it was tested by a third party to meet FDA standards, even though according to the FDA it neither verifies such testing nor requires any company to share the result of any such testing.<sup>14</sup>

25. Defendant's claims regarding Honest Sunscreen's effectiveness are belied by Plaintiff's experience and those of hundreds of other unhappy customers, to wit::



<sup>14</sup> <http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html>





26. Defendant's claims regarding Honest Sunscreen's effectiveness are further belied by its own subsequent actions. According to one news story:

After seeing the rash of complaints NBC 5 Investigates visited some local stores and found the product was no longer on some store shelves, like Target where an employee told us it was "discontinued." The shelves were nearly empty at the Nordstrom we visited, and "out of stock" for visitors to the company website. Which made us wonder: is the company quietly pulling a problem product?<sup>15</sup>

27. Defendant sought to induce consumers including Plaintiff to purchase Honest Sunscreen by making the above representations regarding its alleged health and safety benefits. As one consumer stated, "I'm not a chemist. . . . But when I buy a bottle that says SPF 30 on it and it has zinc oxide, I just thought I was getting her a bottle that would offer some protection."<sup>16</sup>

28. Prior to purchasing Honest Sunscreen, Plaintiff saw Defendant's representations that, among other things, Honest Sunscreen offered "broad spectrum SPF 30" sun protection.

<sup>15</sup> <http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html>

<sup>16</sup> <http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html#ixzz3jxjpWPtW>

1 Defendant's representations regarding Honest Sunscreen's sun protection characteristics are not  
 2 mere puffery, as sun protection is the product's express purpose and thus any consumer would  
 3 necessarily rely on such representations in deciding to purchase the product.

4 29. As stated above, sometime in March 2015 Defendant quietly reformulated Honest  
 5 Sunscreen to decrease the amount of zinc oxide, the only active ingredient, by more than half. It  
 6 continued to represent, however, that Honest Sunscreen offered SPF 30 sun protection.  
 7 Defendant knew or should have known its representations regarding Honest Sunscreen's sun  
 8 protection characteristics would mislead consumers into believing Honest Sunscreen would  
 9 provide, among other things, "safe, effective sun protection for the entire family" and "broad  
 10 spectrum SPF 30" sun protection.  
 11

12 30. On the other hand, Plaintiff did not know and had no reason to know Defendant  
 13 misrepresented Honest Sunscreen's sun protection characteristics. Had Plaintiff known that  
 14 Defendant falsely marketed and sold Honest Sunscreen, he would not have purchased it.  
 15

16 31. Plaintiff, on behalf of himself and other similarly situated consumers, brings this  
 17 consumer protection action against Defendant based on Defendant's course of unlawful conduct.  
 18 Plaintiff alleges violations of California's Unfair Competition Law, False Advertising Law, and  
 19 Consumer Legal Remedies Act, as well as breach of express warranty, breach of the implied  
 20 warranty of merchantability, negligent misrepresentation, intentional misrepresentation, and  
 21 unjust enrichment.  
 22  
 23

#### 24 **CLASS ACTION ALLEGATIONS**

25 32. Plaintiff brings this action on his own behalf and on behalf of the following Class:

26 All persons who purchased Honest Sunscreen from any retail store or  
 27 website that did not register for membership with the Honest Company  
 28 during the applicable statute of limitations. The Class excludes any judge  
 or magistrate assigned to this case, Defendant and any entity in which

1 Defendant has a controlling interest, and its officers, directors, legal  
2 representatives, successors and assigns (the “Class”).

3 33. This action is properly maintainable as a class action under Rule 23 of the Federal  
4 Rules of Civil Procedure.

5 34. The Class is so numerous that joinder of all members is impracticable. Upon  
6 information and belief, there are thousands of Class members throughout the United States and  
7 Canada.

8 35. There are questions of law and fact which are common to the Class. The common  
9 questions, which are each separate issues that should be certified for classwide resolution  
10 pursuant to Fed. R. Civ. P. 23(c)(4), include but are not limited to:  
11

- 12 (a) Whether Defendant owed a duty of care to the Class;
- 13 (b) Whether Defendant falsely advertised Honest Sunscreen as, among other  
14 things, a “super safe and super effective” product offering “broad  
15 spectrum SPF 30” sun protection;
- 16 (c) Whether Defendant engaged in unfair and deceptive acts and practices in  
17 connection with the marketing, advertising, and sale of Honest Sunscreen;
- 18 (d) Whether Defendant knowingly failed to protect the Class from the risks  
19 and consequences of decreasing the amount of zinc oxide in Honest  
20 Sunscreen;
- 21 (e) Whether California law applies to the proposed Class;
- 22 (f) Whether Defendant breached express and implied warranties;
- 23 (g) Whether Defendant was unjustly enriched; and
- 24 (h) Whether Plaintiff and the Class members are entitled to actual, statutory,  
25 and punitive damages.  
26  
27  
28



1           36. Plaintiff's claims are typical of the claims of the other Class members and  
 2 Plaintiff does not have any interests adverse to the Class. Specifically, Plaintiff and all the Class  
 3 members sustained damages arising out of Defendant's wrongful course of conduct. The harms  
 4 suffered by Plaintiff are typical harms suffered by the Class members, and Plaintiff and other Class  
 5 members have an interest in preventing Defendant from engaging in such conduct in the future.

6  
 7           37. Plaintiff is an adequate representative of the Class, has retained competent  
 8 counsel experienced in litigation of this nature and will fairly and adequately protect the interests  
 9 of the Class.

10           38. The prosecution of separate actions by individual Class members would create a  
 11 risk of inconsistent or varying adjudications with respect to individual Class members which  
 12 would establish incompatible standards of conduct for the party opposing the Class.

13  
 14           39. Plaintiff anticipates that there will be no difficulty in the management of this  
 15 litigation. A class action is superior to other available methods for the fair and efficient  
 16 adjudication of this controversy.

17  
 18           40. In addition, certification of specific issues such as Defendant's liability is  
 19 appropriate.

## 20                                   **BASES FOR RELIEF**

### 21                                   **COUNT I**

#### 22                   **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW** 23                   **(California Business and Professions Code §§ 17200 *et seq.*)**

24           41. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

25           42. Plaintiff brings this claim on behalf of himself and the proposed Class.

26           43. California Business and Professions Code § 17200 *et seq.* prohibits acts of unfair  
 27 competition, including any "unlawful, unfair or fraudulent business act or practice."  
 28

1           44. California Business and Professions Code § 17200 *et seq.* imposes strict liability.  
 2 Plaintiff does not have to prove Defendant intentionally or negligently engaged in unlawful,  
 3 unfair or fraudulent business acts or practices. Instead, Plaintiff only has to prove such acts or  
 4 practices occurred.

5           45. Defendant engaged in unlawful business acts and practices in violation of  
 6 California Business and Professions Code § 17200 *et seq.* by misrepresenting Honest  
 7 Sunscreen's sun protection characteristics in connection with its marketing and sale as alleged  
 8 herein.  
 9

10           46. Defendant's misrepresentations and its false and misleading advertising regarding  
 11 Honest Sunscreen constitute "unlawful" business acts and practices in that Defendant's conduct  
 12 violates:  
 13

- 14           (a) California's False Advertising Law, California Bus. & Prof. Code § 17500  
 15                 *et seq.*;
- 16           (b) California's Consumers Legal Remedies Act, California Civil Code §  
 17                 1750 *et seq.*;
- 18           (c) Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15  
 19                 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
 20                 affecting commerce; and
- 21           (d) Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the  
 22                 dissemination of any false advertisement in or affecting commerce for the  
 23                 purpose of inducing, or which is likely to induce, the purchase of food,  
 24                 drugs, devices, services, or cosmetics.  
 25  
 26  
 27  
 28

1 (e) Plaintiff reserves the right to identify additional provisions of law violated  
2 by Defendant as further investigation and discovery warrants.

3 47. Defendant's misrepresentations and its false and misleading advertising regarding  
4 Honest Sunscreen constitute "unfair" business acts and practices because such conduct is  
5 immoral, unscrupulous, and offends public policy.  
6

7 48. Defendant's misrepresentations and its false and misleading advertising regarding  
8 Honest Sunscreen constitute "fraudulent" business acts and practices because members of the  
9 consuming public, including Plaintiff and the Class members, were and are likely to be deceived  
10 thereby.  
11

12 49. The harm to Plaintiff and members of the public outweighs the utility, if any, of  
13 Defendant's acts and practices described above and therefore Defendant's acts and practices  
14 constitute an unfair business act or practice.

15 50. Defendant's acts and practices have detrimentally impacted competition and  
16 caused substantial harm to Plaintiff, the Class members, and the consuming public. Plaintiff and  
17 the Class members were misled and suffered injuries and lost money or property as a direct and  
18 proximate result of Defendant's unlawful business acts and practices.  
19

20 51. Plaintiff and the Class members were denied the benefit of their bargain when  
21 they purchased Honest Sunscreen instead of competitor products which are typically less  
22 expensive, make medically- and scientifically-supported claims, and do not falsely purport to  
23 have certain characteristics or fitness for a particular purpose. Had Defendant not made the false  
24 and misleading representations and engaged in false and misleading advertising tactics, Plaintiff  
25 and the Class members would have paid less than what they did for Honest Sunscreen or they  
26 would not have purchased the product at all.  
27  
28

52. Defendant's knew or reasonably should have known its misleading statements regarding Honest Sunscreen's alleged SPF value and its use of related terms of art were and are likely to deceive reasonable consumers. Likewise, Defendant knew or reasonably should have known its misrepresentations regarding Honest Sunscreen's alleged safe and effective broad-spectrum sun protection were and are likely to deceive reasonable consumers.

53. Defendant's misrepresentations and its false and misleading advertising regarding Honest Sunscreen presents a continuing threat to consumers in that such advertising will continue to mislead consumers into purchasing Honest Sunscreen on false premises.

54. By reason of the foregoing, Defendant should be required to pay damages and/or make restitution to Plaintiff and the Class Members and pay for Plaintiff's and the Class members' attorneys' fees.

## COUNT II

### **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW (California Business and Professions Code § 17500 *et seq.*)**

55. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

56. Plaintiff brings this claim on behalf of himself and the proposed Class.

57. California Business and Professions Code § 17500 *et seq.* provides that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or

misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . .”

58. Defendant’s misrepresentations and its false and misleading advertising regarding Honest Sunscreen misled consumers including Plaintiff and the Class members.

59. Defendant knew or reasonably should have known its representations regarding Honest Sunscreen’s sun protection characteristics were untrue and misleading and likely to deceive Plaintiff, the Class, and the public.

60. Plaintiff and the Class members were misled and suffered injuries and lost money or property as a direct and proximate result of Defendant’s misrepresentations and its false and misleading advertising regarding Honest Sunscreen in violation of California Business & Professions Code § 17500 *et. seq.*

61. As a result of Defendant’s wrongful conduct, Plaintiff and the Class are entitled to restitution and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

### COUNT III

#### **BREACH OF EXPRESS WARRANTY (California Commercial Code § 2313)**

62. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

63. Plaintiff brings this claim on behalf of himself and the proposed Class.

64. As set forth hereinabove, Defendant made representations to Plaintiff and the Class members that, among other things, Honest Sunscreen provides “broad spectrum SPF 30” sun protection and that it is “super safe and super effective” and that it provides the “best broad spectrum protection for your family.”

1           65.     These promises became part of the basis of the bargain between the parties and  
2 thus constituted express warranties.

3           66.     On the basis of these express warranties, Defendant sold and Plaintiff and the  
4 Class members purchased Honest Sunscreen.

5           67.     Honest Sunscreen did not offer the promised sun protection and therefore  
6 Defendant breached its express warranties. As a result of Defendant's breach, Plaintiff and the  
7 Class members did not receive goods as warranted by Defendant.  
8

9           68.     Privity exists because Defendant expressly warranted to Plaintiff and the Class  
10 members that Honest Sunscreen would provide SPF 30 sun protection on its labeling, which  
11 labeling was reviewed and relied upon by Plaintiff and the Class members.  
12

13           69.     Plaintiff and the Class members reasonably relied on Defendant's statements  
14 regarding Honest Sunscreen's sun protection characteristics.

15           70.     As a proximate result of Defendant's breach of warranty, Plaintiff and the Class  
16 members have been damaged in an amount to be determined at trial.  
17

#### 18                                   COUNT IV

#### 19                   BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY 20                                   (California Commercial Code § 2314)

21           71.     Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

22           72.     Plaintiff brings this claim on behalf of himself and the proposed Class.

23           73.     As set forth hereinabove, Defendant made representations to Plaintiff and the  
24 Class members that, among other things, Honest Sunscreen provides "broad spectrum SPF 30"  
25 sun protection and that it is "super safe and super effective" and that it provides the "best broad  
26 spectrum protection for your family."  
27  
28





1           83.     These misrepresentations and omissions were material and concerned the specific  
2 characteristics and quality of Honest Sunscreen a reasonable consumer would consider in  
3 purchasing sunscreen.

4           84.     Defendant made such false and misleading statements and omissions on its  
5 website and product labeling, and in its advertisements and warranties, with the intention of  
6 inducing Plaintiff and the Class members to purchase Honest Sunscreen.  
7

8           85.     As a result of Defendant's misstatements, it was under a duty to disclose facts  
9 necessary to correct those misstatements. Further, Defendant was in a better position to discover  
10 the misrepresentations than Plaintiff because Defendant controlled its own design,  
11 manufacturing, testing, and marketing processes.  
12

13           86.     At the time it made the representations, Defendant knew, or by the exercise of  
14 reasonable care should have known, that the statements were false and that Honest Sunscreen  
15 suffered from the defects detailed above.  
16

17           87.     Defendant made such claims about Honest Sunscreen with the intent to induce  
18 Plaintiff and Class members to purchase Honest Sunscreen.

19           88.     Plaintiff and Class members justifiably relied upon Defendant's  
20 misrepresentations about Honest Sunscreen's quality and characteristics. Plaintiff and Class  
21 members were unaware of the falsity of Defendant's misrepresentations and omissions and, as a  
22 result, justifiably relied on them in deciding to purchase Honest Sunscreen. Had Plaintiff and  
23 Class members been aware of the true nature and quality of Honest Sunscreen, they would not  
24 have purchased it.  
25  
26  
27  
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## COUNT VI

90. Plaintiff realleges the foregoing paragraphs as if fully set forth herein.

92. To the detriment of Plaintiff and the Class Members, Defendant has been and continues to be unjustly enriched as a result of the unlawful and/or wrongful acts described above and continues to so benefit to the detriment and at the expense of Plaintiff and the Class Members.

## PRAAYER FOR RELIEF

2. Award damages, including compensatory, exemplary, and statutory damages to Plaintiff and all members of the Class;

4. Grant restitution to Plaintiff and members of the Class and require Defendant to disgorge its ill-gotten gains;



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**ATTORNEYS FOR PLAINTIFF**

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